

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499716

| | | | |
|-----------------------------------|--|---------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Rao's Specialty Foods, Inc. | | 11/20/2018 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Credit Suisse AG, Cayman Islands Branch, as Administrative Agent | | |
| Street Address: | 11 Madison Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10010 | | |
| Entity Type: | Bank: SWITZERLAND | | |
| PROPERTY NUMBERS Total: 18 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5265963 | THE WOMAN BEHIND THE SAUCE | |
| Registration Number: | 4575155 | RAO'S SPECIALTY FOODS, INC. | |
| Registration Number: | 4419762 | TWIST YOUR WRIST | |
| Registration Number: | 4132021 | RAO'S | |
| Registration Number: | 3863034 | RAO'S HOMEMADE SINCE 1896 | |
| Registration Number: | 3576143 | RAO'S | |
| Registration Number: | 3576144 | RAO'S | |
| Registration Number: | 3580434 | CUORE DI POMODORO | |
| Registration Number: | 3296297 | RAO'S | |
| Registration Number: | 3289527 | RAO'S | |
| Registration Number: | 3288234 | DINNER TO GO | |
| Registration Number: | 2933302 | RAO'S HOMEMADE | |
| Registration Number: | 2819390 | RAO'S HOMEMADE | |
| Registration Number: | 2840596 | BRINGING THE EXTRAORDINARY HOME | |
| Registration Number: | 2635671 | RAO'S HOMEMADE SINCE 1896 | |
| Registration Number: | 1990486 | RAO'S HOMEMADE SINCE 1896 | |
| Registration Number: | 1793249 | RAO'S HOMEMADE IT'S THE SAUCE | |
| Serial Number: | 87756568 | RAO'S HOMESTYLE SINCE 1896 | |

CH \$465.00 5265963

CORRESPONDENCE DATA**Fax Number:** 2127514864*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 212-906-1216**Email:** angela.amaru@lw.com**Correspondent Name:** Latham & Watkins LLP c/o Angela M. Amaru**Address Line 1:** 885 Third Avenue**Address Line 4:** New York, NEW YORK 10022**ATTORNEY DOCKET NUMBER:** 030786-0911**NAME OF SUBMITTER:** Angela M. Amaru**SIGNATURE:** /s/ Angela M. Amaru**DATE SIGNED:** 11/28/2018**Total Attachments: 8**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 20, 2018, (this “Agreement”), by Noosa Yoghurt, LLC, a Colorado limited liability company, Rao’s Specialty Foods, Inc., a New York corporation, Sovos Brands Intermediate, Inc., a Delaware corporation and Bottom Line Food Processors, Inc., a Delaware corporation (each, a “Grantor”) in favor of Credit Suisse AG, Cayman Islands Branch (“CS”), as administrative agent and collateral agent (in such capacities and together with its successors and assigns, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of November 20, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders and Issuing Banks have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of November 20, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), by and among, inter alios, Sovos Brands Holdings, Inc., a Delaware corporation (“Holdings”), Sovos Brands Intermediate, Inc., a Delaware corporation (the “Borrower”), the Lenders and Issuing Banks from time to time party thereto and Credit Suisse AG, Cayman Islands Branch (“CS”), in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its successors and assigns, the “Administrative Agent”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto; and

B. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with

respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

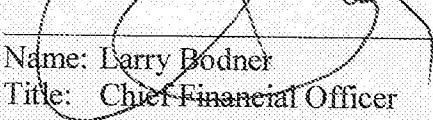
SECTION 4. Termination or Release. In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

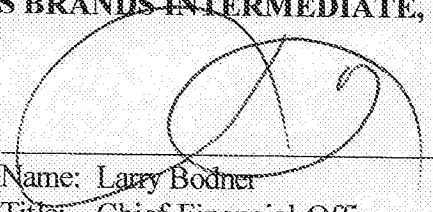
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

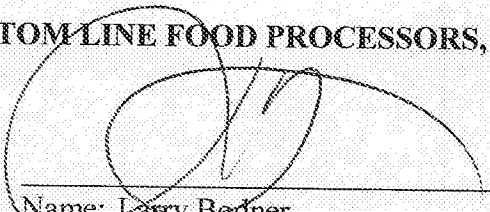
RAO'S SPECIALTY FOODS, INC.

By: 
Name: Larry Bodner
Title: Chief Financial Officer

SOVOS BRANDS INTERMEDIATE, INC.

By: 
Name: Larry Bodner
Title: Chief Financial Officer

BOTTOM-LINE FOOD PROCESSORS, INC.

By: 
Name: Larry Bodner
Title: Chief Financial Officer

NOOSA YOGHURT, LLC

By:



Name: Eric Bredeson






Title: Chief Financial Officer

Signature Page to IP Security Agreement

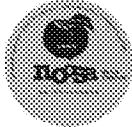



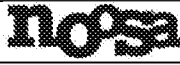


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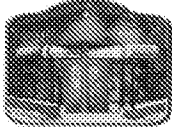





SCHEDULE I

TRADEMARKS

| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
|--------------------|---------------------|---|
| Noosa Yoghurt, LLC | 5532824 | RASPBERRY NOOSA FINEST YOGHURT ALL NATURAL INGREDIENTS. GLUTEN FREE. PROBIOTIC. FROM HAPPY COWS NEVER TREATED WITH RBGH* AUSSIE CULTURE* COLORADO FRESH  |
| Noosa Yoghurt, LLC | 5532825 | STRAWBERRY RHUBARB NOOSA FINEST YOGHURT ALL NATURAL INGREDIENTS. GLUTEN FREE. PROBIOTIC. FROM HAPPY COWS NEVER TREATED WITH RBGH* AUSSIE CULTURE* COLORADO FRESH  |
| Noosa Yoghurt, LLC | 5532826 | TART CHERRY NOOSA FINEST YOGHURT ALL NATURAL INGREDIENTS. GLUTEN FREE. PROBIOTIC. FROM HAPPY COWS NEVER TREATED WITH RBGH* AUSSIE CULTURE* COLORADO FRESH  |
| Noosa Yoghurt, LLC | 5538234 | COCONUT NOOSA FINEST YOGHURT ALL NATURAL INGREDIENTS · GLUTEN FREE · PROBIOTIC · FROM HAPPY COWS NEVER TREATED WITH RBGH* AUSSIE CULTURE * COLORADO FRESH  |
| Noosa Yoghurt, LLC | 5532827 | HONEY NOOSA FINEST YOGHURT ALL NATURAL INGREDIENTS. GLUTEN FREE. PROBIOTIC. FROM HAPPY COWS NEVER TREATED WITH RBGH* AUSSIE CULTURE* COLORADO FRESH  |




SCHEDULE III TO EXHIBIT A TO IP SECURITY AGREEMENT

| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
|-----------------------------|---------------------|---|
| Noosa Yoghurt, LLC | 5532828 | PEACH NOOSA FINEST YOGHURT ALL NATURAL INGREDIENTS. GLUTEN FREE. PROBIOTIC. FROM HAPPY COWS NEVER TREATED WITH RBGH* AUSSIE CULTURE* COLORADO FRESH  |
| Noosa Yoghurt, LLC | 5538235 | BLUEBERRY NOOSA FINEST YOGHURT ALL NATURAL INGREDIENTS · GLUTEN FREE · PROBIOTIC · FROM HAPPY COWS NEVER TREATED WITH RBGH* AUSSIE CULTURE * COLORADO FRESH  |
| Noosa Yoghurt, LLC | 5538236 | STRAWBERRY RHUBARB NOOSA FINEST YOGHURT ALL NATURAL INGREDIENTS · GLUTEN FREE · PROBIOTIC · FROM HAPPY COWS NEVER TREATED WITH RBGH* AUSSIE CULTURE * COLORADO FRESH  |
| Noosa Yoghurt, LLC | 5272623 | NOOSA MATES |
| Noosa Yoghurt, LLC | 5449042 | SWEET HEAT |
| Noosa Yoghurt, LLC | 4835360 | AUSSIE CULTURE COLORADO FRESH  |
| Noosa Yoghurt, LLC | 4835359 | AUSSIE CULTURE * COLORADO FRESH |
| Noosa Yoghurt, LLC | 4301215 |  |
| Noosa Yoghurt, LLC | 4337646 | NOOSA FINEST YOGHURT |
| Rao's Specialty Foods, Inc. | 5265963 | THE WOMAN BEHIND THE SAUCE |
| Rao's Specialty Foods, Inc. | 4575155 | RAO'S SPECIALTY FOODS, INC. |
| Rao's Specialty Foods, Inc. | 4419762 | TWIST YOUR WRIST |
| Rao's Specialty Foods, Inc. | 4132021 | RAO'S |
| Rao's Specialty Foods, Inc. | 3863034 | RAO'S HOMEMADE SINCE 1896  |
| Rao's Specialty Foods, Inc. | 3576143 |  |

| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
|-----------------------------------|---------------------|---|
| Rao's Specialty Foods, Inc. | 3576144 | RAO'S |
| Rao's Specialty Foods, Inc. | 3580434 | CUORE DI POMODORO |
| Rao's Specialty Foods, Inc. | 3296297 |  |
| Rao's Specialty Foods, Inc. | 3289527 |  |
| Rao's Specialty Foods, Inc. | 3288234 | DINNER TO GO |
| Rao's Specialty Foods, Inc. | 2933302 | RAO'S HOMEMADE |
| Rao's Specialty Foods, Inc. | 2819390 | RAO'S HOMEMADE |
| Rao's Specialty Foods, Inc. | 2840596 | BRINGING THE EXTRAORDINARY HOME |
| Rao's Specialty Foods, Inc. | 2635671 |  |
| Rao's Specialty Foods, Inc. | 1990486 | RAO'S HOMEMADE  |
| Rao's Specialty Foods, Inc. | 1793249 | RAO'S HOMEMADE IT'S THE SAUCE |
| Bottom Line Food Processors, Inc. | 4653514 | MICHAEL ANGELO'S |
| Bottom Line Food Processors, Inc. | 4352726 | MICHAEL ANGELO'S |
| Bottom Line Food Processors, Inc. | 4162571 | SMALL BATCH FROM SCRATCH |
| Bottom Line Food Processors, Inc. | 4248245 | UNCOMPROMISINGLY ITALIAN |
| Bottom Line Food Processors, Inc. | 4082376 | THE WAY WE'VE ALWAYS DONE IT |
| Bottom Line Food Processors, Inc. | 3418356 | <i>Uncle Giuseppe's</i> |
| Bottom Line Food Processors, Inc. | 3200707 |  |
| Bottom Line Food Processors, Inc. | 3195920 |  |
| Bottom Line Food Processors, Inc. | 3195921 |  |
| Bottom Line Food Processors, Inc. | 2956659 | MICHAEL ANGELO'S |
| Bottom Line Food Processors, Inc. | 2826937 | MICHAEL ANGELO'S |
| Bottom Line Food Processors, Inc. | 2692831 | MICHAEL ANGELO'S |

| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
|-----------------------------------|---------------------|----------------------------|
| Bottom Line Food Processors, Inc. | 2725489 | MICHAEL ANGELO'S MINI'S |
| Bottom Line Food Processors, Inc. | 2519760 | THE ART OF ITALIAN CUISINE |
| Bottom Line Food Processors, Inc. | 2060382 | MICHAEL ANGELO'S |
| Bottom Line Food Processors, Inc. | 1673054 | MICHAEL ANGELO'S |
| Bottom Line Food Processors, Inc. | 1668677 | MICHAEL ANGELO'S |

TRADEMARK APPLICATIONS

| APPLICANT | APPLICATION NO. | TRADEMARK |
|---------------------------------|------------------|--|
| Rao's Specialty Foods, Inc. | 87/882584 ITU | DELICIOUS SPEAKS FOR ITSELF |
| Rao's Specialty Foods, Inc. | 87/756568 | RAO'S HOMESTYLE SINCE 1896  |
| Rao's Specialty Foods, Inc. | 87/371875 ITU | RAO'S HOMEMADE |
| Rao's Specialty Foods, Inc. | 87/371868 ITU | RAO'S |
| Rao's Specialty Foods, Inc. | 87/371880 ITU | RAO'S |
| Rao's Specialty Foods, Inc. | 87/367987 ITU |  |
| Rao's Specialty Foods, Inc. | 87/367986 ITU |  |
| Noosa Yoghurt, LLC | 86/828726 ITU | NOOSA |
| Noosa Yoghurt, LLC | 86/828710 ITU | noosa |
| Noosa Yoghurt, LLC | 88/160632 ITU | NOOSA HILO |
| Sovos Brands Intermediate, Inc. | 87/320942 ITU | SOVOS BRANDS |
| Sovos Brands Intermediate, Inc. | 87/297373 ITU | SOVOS |
| Sovos Brands Intermediate, Inc. | 87/291655 ITU | SOVOS BRANDS |